

TANDEM MEETINGS

Transplantation & Cellular Therapy Meetings
of ASTCT* and CIBMTR*

Exhibitor Contract Conditions Rules & Regulations

This Application & Contract to participate in the 2023 Tandem Meetings | Transplantation & Cellular Therapy Meetings of ASTCT and CIBMTR (“Tandem Meetings”) (“Event”) at the World Center Marriott (“Facility”) over February 15–19, 2023, including but not limited to move-in and move out dates (“Event Dates”) shall become effective when it has been submitted by the exhibiting company and accepted by the Tandem Meetings. The individual submitting this Application & Contract represents and warrants that he/she is duly authorized to execute this binding Application & Contract on behalf of the exhibiting company. By signing below, the exhibiting company agrees to be bound by the terms and conditions below. The exhibiting company agrees that upon acceptance of this Application & Contract by Tandem Meetings, with or without appropriate payment of the exhibition fee and further action by the exhibiting company, this Application & Contract, together with the terms and conditions below, (collectively “this Contract”) shall become a legally binding contract between the Tandem Meetings and exhibiting company (“Exhibitor”).

1. BOOTH RENTAL FEE

\$7,500 per 10' x 10' booth; \$9,600 corner
\$22,000 per 10' x 20' booth; \$24,000 corner
\$33,000 per 10' x 30' booth; \$36,000 corner
\$50,000 per 20' x 20' booth
\$76,200 per 20' x 30' booth
\$104,000 per 20' x 40' booth

For purposes of this Contract, the amount of the rental cost associated with the booth selected by Exhibitor is referred to as the “Exhibit Booth Fee.”

2. PAYMENTS, CANCELLATIONS & REFUNDS

Exhibitor must remit a 100% percent of their total fee within 45 days of Contract submission. Full payment must be received on or before Tuesday, February 14, 2023, regardless of Contract submission date. If payment is not received by February 14, 2023, the contract will not be finalized, nor will exhibitors have access to the exhibit hall or dock until payment is completed.

Payments may be made via Check, Credit Card (Pay Pal or manual, processing fees will apply), or ACH/Wire Transfer. Instructions for submitting payment will be included on your exhibit invoice and sent via email to the person identified on the contract.

The Tandem Meetings reserves the right to hold or revoke Exhibitor badges for any Exhibitor with an unpaid balance and to instruct all official contractors to deny goods and services.

3. CANCELLATION OF FULL OR PARTIAL SPACE BY EXHIBITOR

Cancellation of exhibit space must be directed via email to TandemMeetings@mcw.edu, provided that the cancelling Exhibitor obtains confirmation of the Tandem Meetings receipt of the email on or before the cancellation deadline.

For cancellations of space received between the initial Contract submission and Friday, December 9, 2022, Exhibitor is subject to a \$250 administrative fee. Full payment is required, and no refunds whatsoever will be made on cancellations or reductions of space after Friday, December 9, 2022.

4. CANCELLATION OR CHANGES TO THE 2023 TANDEM MEETINGS BY TANDEM MEETINGS

If for any reason beyond the Tandem Meetings’ control the Tandem Meetings leadership and staff determine that the 2023 Tandem Meetings must be cancelled, shortened, delayed, dates changed, or otherwise altered or changed, Exhibitor understands and agrees that the Tandem Meetings shall not refund any amounts Exhibitor paid towards the Exhibit Booth

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Fee and that all losses and damages that it may suffer as a consequence thereof are its responsibility and not that of the Tandem Meetings or its directors, officers, employees, agents or subcontractors. Exhibitor understands that it may lose all monies it has paid to the Tandem Meetings for space at the Event, as well as other costs and expenses it has incurred, including travel to the Event, setup, lodging, decorator freight, employee wages, etc.

Exhibitor, as a condition of being permitted by the Tandem Meetings to be an Exhibitor in the Event, agrees to indemnify, defend and hold harmless the Tandem Meetings, its directors, officers, employees, agents and subcontractors from any and all loss which Exhibitor may suffer as a result of Event cancellation, duration, delay or other alterations or changes caused in whole, or in part, by any reason outside the Tandem Meetings' control. The terms of this provision shall survive the termination or expiration of this Contract.

5. ELIGIBILITY TO EXHIBIT

The 2023 Tandem Meetings reserves the right to determine the eligibility of any exhibitor for inclusion in the Event and to prohibit an exhibitor from conducting and maintaining an exhibit if, in the sole judgment of Tandem Meetings, the Exhibitor or exhibit or proposed exhibit shall in any respect be deemed unsuitable. Exhibitor's eligibility to exhibit in the Event must remain in effect from the time of submission of the Contract to the time of the Event and should Tandem Meetings determine that Exhibitors no longer eligible to exhibit at the Event (though previously deemed eligible), Tandem Meetings may notify the Exhibitor and may terminate this Contract without liability upon written notice to Exhibitor.

6. SUBLETTING OF EXHIBIT SPACE PROHIBITED

Exhibitor is prohibited from assigning or subletting a booth or any part of the space allotted to it, nor shall it exhibit or permit to be exhibited in its space any products or advertising materials which are not a part of its own regular products, or which are not compatible with the purpose and/or character of the 2023 Tandem Meetings as determined by Tandem Meetings in its sole discretion.

7. PROMOTIONAL ACTIVITIES+

Further, Exhibitor shall not engage in any promotional activities which Tandem Meetings determines to be outside the purpose and/or character of the 2023 Tandem Meetings as determined by Tandem Meetings in its sole discretion.

8. RETAIL SALES

No retail sales, where payment is received and product delivered, are permitted in the exhibit hall of the Event ("Exhibit Hall") at any time.

9. INTELLECTUAL PROPERTY MATTERS

The Exhibitor represents and warrants to the 2023 Tandem Meetings that no materials used in or in connection with its exhibit infringe the trademarks, copyrights (including, without limitation, copyrights in music and other materials used or broadcast by Exhibitor) or other intellectual property rights of any third party. The Exhibitor agrees to immediately notify Tandem Meetings of any information of which Exhibitor becomes aware regarding actual or alleged infringement of any third party's trademarks, copyrights or other intellectual property rights. The Exhibitor agrees to indemnify, defend and hold the Tandem Meetings, officers, directors, employees, agents, successors and assigns harmless from and against all losses, damages and costs (including attorneys' fees) arising out of or related to claims of infringement by Exhibitor, its employees, agents, or contractors of the trademarks, copyrights and other intellectual property rights of any third party.

Notwithstanding the foregoing, Tandem Meetings, its officers, directors, employees, agents, and each of them, shall not be liable for and expressly disclaims all liability for infringement or alleged infringement of the trademarks, copyrights or other intellectual property of any third party arising out of the actions of any Exhibitors. The terms of this provision shall survive the termination or expiration of this Contract.

10. USE OF THE TANDEM MEETINGS NAME

Tandem Meetings, the 2023 Tandem Meetings | Transplantation & Cellular Therapy Meetings of ASTCT and CIBMTR, and Event logo are registered trademarks owned by the Tandem Meetings. Participation by Exhibitor in the Event does not

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entitle Exhibitor to use such names or logos, except that Exhibitor may reference the Event and use the Event logo with reference to Exhibitor's participation as an exhibitor at the 2023 Tandem Meetings. Participation in the Event does not imply endorsement or approval by the Tandem Meetings of any product, service or participant and none shall be claimed by any participant.

11. MOVE-IN TIME

Move-in begins in the Facility at 10:00am EST Tuesday, February 14, 2023. If an exhibit is not set-up by 5:00pm EST, Tuesday, February 14, 2023, Tandem Meetings reserves the right to cancel such space, to re-assign such space to another Exhibitor, or to make such other use of the space as deemed necessary or appropriate. The Tandem Meetings reserves the right to set-up the exhibit or remove the freight from the booth at the Exhibitor's expense. The Tandem Meetings reserves the right to modify move-in/Exhibit Hours/move-out, in which case all Exhibitors will be notified prior to the effective date of such changes.

12. EVENT HOURS

Wednesday, February 15
9:00am - 3:00pm; Welcome Reception Wednesday evening
Thursday, February 16
9:00am - 3:00pm
Friday, February 17
9:00am - 3:00pm
Saturday, February 18
9:00am - 3:00pm

13. DISMANTLING OF EXHIBITS

Exhibits are to be kept intact until the closing of the Exhibit Hall on Saturday, February 18, 3:00pm. No part of an exhibit shall be removed during the Exhibit Hours without special permission from Tandem Meetings. Should Exhibitor begin dismantling its booth before the close of the Exhibit Hall may lose the privilege of exhibiting at future Tandem Meetings events.

All freight must be removed from Facility by 5:00pm, Sunday, February 19. If exhibits are not removed by this time, Tandem Meetings reserves the right to remove exhibits and charge the expense to Exhibitor and Tandem Meetings shall have no liability for any loss or damage to Exhibitor's exhibit property caused by such removal.

14. BADGES

Exhibitor will be provided (2) complimentary Exhibitor badges per 10x10 sq. ft. of exhibit space purchased which include access to the Exhibit Hall. Exhibitor badges are for Exhibitor's full and part time employees or contractors. Exhibitor badges allow access to the Exhibit Hall during the following move-in, Exhibit Hours and move-out:

Tuesday, February 14
9:00am – 5:00pm (move-in)
Wednesday, February 15
9:00am - 3:00pm; Welcome Reception Wednesday evening
Thursday, February 16
9:00am - 3:00pm
Friday, February 17
9:00am - 3:00pm
Saturday, February 18
9:00am - 3:00pm
Saturday, February 18
3:00pm – 10:00pm (move-out)
**Times subject to change*

Event attendees do not have access to the Exhibit Hall until Tuesday, February 14 at 10:00am. Should Exhibitor give its badges to an Event attendee for the attendee to gain access to the Exhibit Hall prior to this time may, at the sole discretion of the Tandem Meetings, entirely lose the privilege of exhibiting in future Tandem Meetings. Tandem Meetings reserves the right to give an Exhibit Hall Pass to any Exhibitor or Event attendee in order to grant them access to the Exhibit Hall at any time.

15. MINIMUM AGE FOR ADMISSION

Children under the age of 16 are not permitted in the Exhibit Hall at any time. Any attendees or exhibitors arriving with children under the age of 16 will be denied access to the Exhibit Hall with such children without any exceptions or refunds.

16. EXHIBITOR LIABILITY

Exhibitor always remains solely responsible for the safety of its property during transit to and from the Facility and in the Exhibit Hall. Neither the Tandem Meetings, its directors, officers, employees, agents, subcontractors, (collectively "Event Management") are responsible for Exhibitor's property or any loss thereto from any cause.

EXHIBITOR HEREBY WAIVES AND RELEASES ANY CLAIM OR DEMAND IT MAY HAVE AGAINST ANY OF EVENT MANAGEMENT BY REASON OF ANY DAMAGE TO OR LOSS OF ANY OF ITS PROPERTY.

17. INDEMNIFICATION

Exhibitor agrees that it will indemnify, defend and hold the Tandem Meetings, their respective officers, directors, employees, agents and each of them, harmless from and against a) the performance or breach of this Contract by Exhibitor, its employees, agents or contractors; b) the failure by Exhibitor, its employees, agents or contractors to comply with applicable laws, regulations and ordinances; and c) the act, omission, negligence, gross negligence, or willful misconduct of Exhibitor, its employees, agents, contractors, licensees, guests, or invitees. This indemnification of the Tandem Meetings by Exhibitor is effective unless such injury was caused by the sole gross negligence or willful misconduct of the Tandem Meetings. Exhibitor agrees that if the Tandem Meetings is made a party to any litigation commenced by or against Exhibitor or relating to this Contract or the premises leased hereunder, then EXHIBITOR WILL PAY ALL COSTS AND EXPENSES, including attorneys' fees, INCURRED BY OR IMPOSED UPON THE TANDEM MEETINGS BY REASON OF SUCH LITIGATION. THE TERMS OF THIS PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS CONTRACT.

18. INSURANCE

Exhibitors must acknowledge that neither the Tandem Meeting, nor the World Center Marriott, nor vendors of the Tandem Meetings shall be obligated to maintain property, liability, or business interruption insurance covering the Exhibitor. It is the sole responsibility of the Exhibitor to obtain such insurance at the exhibiting company's own expense. Proof of such insurance, including a certificate of insurance, shall be provided to the Tandem Meetings on or before Monday, January 30, 2023, evidencing the following:

- (a) The certificate must include commercial general liability coverage, and broad property damage endorsement with combined and single limits of liability not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate
- (b) Commercial general liability shall name ASTCT and CIBMTR as an additional insured and provide a certificate of insurance evidencing the same.
- (c) Exhibitors shall maintain workers' compensation in commercially reasonable amounts as otherwise promulgated by state law.
- (d) Exhibitors shall maintain employers' liability insurance in commercially reasonable amounts as otherwise promulgated by state law.
- (e) Exhibitors shall carry commercial automobile insurance, including hired and non-owned liability coverage.
- (f) The insurance policy must cover the period from move-in through move-out.

Failure to remit such proof shall be a material breach of this agreement.

19. USE OF SPACE — GENERAL

- (a) Exhibitor is not permitted to display or distribute literature or any promotion outside the confines of its assigned exhibit space in the Exhibit Hall. Distribution or display of promotional material in public areas of the Facility or meeting rooms is strictly prohibited. Tandem Meetings also reserves the right to remove, at Exhibitor's cost, any promotional material or product deemed by the Tandem Meetings as not suitable for display at the 2023 Tandem Meetings.
- (b) Exhibitor is prohibited from possessing, displaying or depicting any products or components or company names in their booth that could be interpreted as being a promotion or comparison (features, benefits, price etc.) of another company.
- (c) No exhibit will be permitted that interferes with the use of other exhibits or impedes access to them or impedes the free use of the aisles.
- (d) Distribution by Exhibitor, or its agents, of any printed materials, souvenirs or other articles shall be restricted to the Exhibitor's exhibit space. No noisemakers, helium balloons, lighter-than-air objects, gummed stickers or labels will be permitted as handouts.
- (e) Any special promotions, music or stunts planned by Exhibitor at any time during the Event must be approved by the Tandem Meetings staff. Details should be submitted to the Tandem Meetings via email to TandemMeetings@mcw.edu at least 10 business days prior to the start of the Event. Tandem Meetings reserves the right to designate specific days and hours during which special promotions and stunts may be conducted, if they are permitted at all.
- (f) The Tandem Meeting allows drawings, games of chance and raffles in the Exhibit Hall, subject to the prior written approval of the Tandem Meetings. Exhibitor must abide by all Florida/Orange County/Orlando statutes and regulations regarding drawings, games of chance and raffles.
- (g) No animals are permitted in the Facility other than service animals.
- (h) Exhibitor must abide by all the General Policies, Rules, and Regulations of the Facility, a copy of which is included in the Exhibitor Services Manual, made available to Exhibitor in Fall 2022. The Facility has reserved the right to update, change or amend its rules and regulations after publication in the Exhibitor Services Manual. To obtain a copy of the General Policies, Rules, and Regulations of the Facility prior to publication in the Exhibitor Services Manual Exhibitor may email TandemMeetings@mcw.edu.
- (i) Exhibitor shall be responsible for compliance with the Americans with Disabilities Act. Exhibitor shall indemnify, defend and hold Tandem Meetings harmless from all claims, costs, expenses or other damages, arising out of Exhibitor's breach of this provision consequences of Exhibitor's failure in this regard. The terms of this provision shall survive the termination or expiration of this Contract. For more information on the Americans with Disabilities Act and how to make exhibit space accessible to persons with disabilities, please contact:

U.S. Department of Justice ADA, Civil Rights Division Disability Rights Section – NYAV
950 Pennsylvania Avenue, NW
Washington, D.C. 20530 USA
800-514-0301 (voice) 800-514-0383 (TTY)
www.ada.gov

- (j) Helium or other compressed gas tanks must be properly secured to prevent toppling. Facility reserves the right to require compressed gas tanks to be removed from the Exhibit Hall during Exhibit Hours. Helium-filled balloons are allowed in the Facility only as a display and must be fastened to the booth. Balloons may not be given out within the Facility. All lighter-than-air objects must be removed from the Facility at the close of the Event. Facility reserves the right to assess a fee for retrieving any escaped lighter-than-air objects to the Exhibitor.

- (k) ConferenceDirect is the only official housing vendor for the Event and other companies may not provide the prices, service, and reliability available from ConferenceDirect. If you are contacted by ANY company except ConferenceDirect about hotel reservations for the 2023 Tandem Meetings, please inform the Tandem Meetings at TandemMeetings@mcw.edu. The Tandem Meetings shall not be responsible for any damages or costs related to Exhibitor making hotel reservations via an unauthorized solicitation of hotel reservations.
- (l) All booth personnel must be properly and modestly clothed.
- (m) Exhibitor is permitted to serve food and non-alcoholic beverages in its booth during Event Hours. Non-alcoholic beverages do not need to be served by a bartender, but all beverages and food must be ordered through the Facility's caterer. The World Center Marriott is the exclusive provider of food and/or beverage items at the Facility.
- (n) Exhibitor is permitted to provide alcoholic beverages in its booth during the Welcome Reception on Wednesday evening, February 15. Alcoholic beverages served in booths may only be purchased and served by licensed bartenders from the Facility's Food and Beverage Department and must be ordered through the Facility's caterer.
- (o) All booth floors must be finished. Exposed concrete is not acceptable. Booth carpet order forms are included in the Exhibitor Services Manual.
- (p) Exhibitor, at the Tandem Meetings' sole discretion, is prohibited from taking videos and photographs of any booths in the Exhibit Hall, other than their own. Aerial photography, videography or stunts of any kind by an Exhibitor, i.e., drones, are strictly prohibited. The Exhibitor acknowledges and agrees that the Tandem Meetings, its employees and contractors may take photographs/videos, which could include images of Exhibitor, its name and logo, its representatives and its exhibits while attending the Exhibition. Exhibitor hereby consents to and grants to the Tandem Meetings and its affiliates, the unrestricted, perpetual, worldwide, royalty-free and transferable right and license to use (and grant others the right to use) the images worldwide without any compensation. Exhibitor acknowledges that the Tandem Meetings is the sole and exclusive owner of all rights in the images and hereby waives (a) any and all rights in and to such images, and (b) any and all claims Exhibitor and its representatives may have related to or arising from the images or their use.
- (q) Music in the booth or at any of Exhibitor's function held in conjunction with the Event is subject to applicable copyright and licensing fees. It is the sole responsibility of the Exhibitor to pay applicable fees.
- (r) Hanging signs are permitted in all peninsulas, modified peninsulas, split islands and island booths to a maximum height of (17') (5.18 m) to the top of the sign. Hanging signs are NOT permitted in inline or perimeter booths.
- (s) All exhibit fixtures and booth structures are permitted to a maximum height of (17') (5.18 m) in all peninsulas, modified peninsulas, split islands and island booths.
- (t) In-line (Linear) Booths and Perimeter Booths: In-line Booths, also called "Linear Booths", are generally arranged in a straight line and have neighboring Exhibitors on their immediate right and left, leaving only one side exposed to the aisle. A Perimeter Booth is a Booth that backs to an outside wall of the exhibit facility rather than to another exhibit. The maximum back wall height allowed for In-line booths is 8 feet (12 feet for perimeter booths) and must not protrude more than 5 feet from the back wall. No side rails, counters, or structure may exceed 4 feet in height within 5 feet of the front of the exhibit space. The reverse side of any wing panel extending from the back wall of the display must be draped to avoid raw exposure to a neighboring booth. Additional pipe and drape will be required at the Exhibitor's expense for those booths that have exposed areas between the back wall of their structure and the back wall of the booth. Please note that, to provide a harmonious environment to all exhibiting companies' sightline, rules will be strictly enforced. If the Exhibitor does not comply, the Tandem Meetings will have the general services contractor drape the area at the Exhibitor's expense.

End-Cap (10' x 20'): The maximum back wall height allowed is 12 feet and the maximum back-wall width allowed is 10 feet at the center of the back-wall with a maximum 5-foot height on the two side aisles. No side rails, counters, or structure may exceed 4 feet in height, or be within 5 feet of each aisle. End-Cap Booths will not have the outside 3-foot side rail installed. The reverse side of any wing panel extending from the back wall of the display must be draped to avoid raw exposure to a neighboring booth. Additional pipe and drape will be required at the Exhibitor's expense for those booths that have exposed areas between the back wall of their structure and the back wall of the booth. Please note that, to provide a harmonious environment to all exhibiting companies' sightline, rules will be strictly enforced. If the Exhibitor does not comply, the Tandem Meetings will have the general services contractor drape the area at the Exhibitor's expense.

- (u) Island Booths: An island booth is typically a 400-square-foot (20'x20') or larger exhibit space exposed to the aisles on all four sides. Island booths must be constructed to allow access from all sides. Island booths should have open sight lines around and through the design (including structures), so that the surrounding area can be viewed through the booth and neighboring booths are not inappropriately obstructed. Please note multi-level exhibits are not permitted. Exhibit spaces with one side 80 linear feet or greater may not be wider than they are deep.

Exceptions may be made at the Tandem Meetings' discretion. Any part of a display, tower, or otherwise must maintain a minimum of 5 to 1 ratio of height to base of said structure and may also require a safety tie off (restraint) from above (seismic safety cables) 12-foot perimeter height rule. Exhibitors who wish to construct an island booth that will be 400 square feet or larger are required to submit a digital drawing, rendering, or architectural plans to the Tandem Meetings Conference Office by Friday, January 6, 2023. Any changes that occur after initial submission must be resubmitted to the Tandem Meetings for approval prior to the meeting. Should booth construction at the show deviate from the actual submitted and approved floor plans, the Tandem Meetings reserves the right to ask the Exhibitor to make modifications at the Exhibitor's expense.

- (v) Umbrellas and canopies are considered part of the overall booth components and may not protrude into the aisle.

20. USE OF SPACE — LIGHTS/ AUDIO / VEHICLES ETC.

- (a) No spotlight may be directed toward the aisles or so directed that it proves to be irritating or distracting to neighboring Exhibitors or guests.
- (b) Droplights or special lighting devices must be hung at a level or positioned so as not to prove to be an irritant or distraction to neighboring Exhibitors or guests.
- (c) No strobe light effects are permitted.
- (d) Projectors, computer screens or TV screens must not cause people to block the aisle. Computer screens and TV screens are considered part of the overall booth components and may not protrude into the aisle.
- (e) Loudspeakers or operation of equipment, which is of excessive sound volume to be annoying to neighboring Exhibitors or guests is not permitted based on the 80/80 Rule: Any sound that consistently exceeds 80 decibels measured at the edge of an Exhibitor's booth or is clearly identifiable more than 80 feet from that booth is considered objectionable.
- (f) No lighting, fixtures, lighting trusses, or overhead lighting are allowed outside the boundaries of the exhibit space. All lighting should be directed to the inner confines of the booth space. Lighting should not project onto other exhibits or aisles. Exhibitors intending to use hanging light systems are required to submit a detailed floor plan with light locations and dimensions, including height, of all items in the booth, to the Tandem Meetings for review and approval by Friday, January 6, 2023.
- (g) Vehicles may not be displayed without prior written approval from the Tandem Meetings and the Public Safety Department of the Facility.

21. MEETINGS & DISPLAYS OUTSIDE EXHIBIT AREA

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In order to ensure the success of the Event and avoid dilution of benefits extended to all partners, Exhibitor may not extend invitations, call meetings or otherwise encourage absence of other exhibitors'/sponsors attendees from any program or other component of the Event during Exhibit Hours, or any function sponsored in connect with the Event without prior notice to and approval by the Tandem Meetings.

Absolutely no exhibits are permitted outside the Facility. There are to be no displays in hotel rooms, hotel public areas or other facilities or areas contracted or used by the Tandem Meetings.

22. HOTEL ROOMS, SUITES & MEETING ROOMS

The Tandem Meetings reserves the right to control all suites and meeting rooms in the Facility and in those hotels participating in the Tandem Meeting housing block. These controls have already been set up with each property. The Ancillary & Meeting Space Request Form should be used to submit requests for function space, including meeting and hospitality rooms. No meetings, private functions, including lunch meetings, or entertainment can be scheduled during Show Hours (February 15 from 7:00am – 7:45pm; February 16 from 7:00am – 7:15pm; February 17 from 7:00am – 6:45pm; February 18 from 7:00am – 11:30pm; & February 19 from 8:30am – 1:00pm). No product displays or demonstrations are permitted in meeting rooms. Activities that conflict with the nature of the 2023 Tandem Meetings are not permitted. Suites and meeting rooms are assigned on a first-come, first-served basis and only to Exhibitors and organizations allied with the Tandem Meetings.

23. ATTENDEE LISTS

Attendee lists from the Event are distributed only to platinum, gold, and silver supporters, other official partners and attendees. Please note that supporters and no other individual or organization are authorized to market or to sell attendee lists of the Tandem Meetings. Such lists shall only be used for mailings of promotional material relating to supporter's booth at the Event and shall not be reproduced, transferred or used in any other manner. In using such lists for mailings, supporter must ensure compliance with all country, state and local laws and regulations including, but not limited to, the European Union's General Data Protection Regulations (GDPR and the California Consumer Privacy Act (CCPA). The supporter shall indemnify, hold Tandem Meetings, its directors, officers, employees, agents or subcontractors harmless from the performance or breach of this provision by supporter, its employees, agents, or contractors. The terms of this provision shall survive the termination or expiration of this Contract.

24. FIRE REGULATIONS

- (a) All materials used in exhibit booth(s) must be of a non-flammable nature. Electric signs and equipment must be wired to meet the specifications of the Facility and the Orange County Fire Prevention Division.
- (b) If Exhibitor has equipment that produces heat, smoke or open flames as an integral part of product demonstration, Exhibitor must provide ventilation, safety equipment and proper insulation and utility connections meeting all local fire regulations. Under such circumstances, Exhibitor must also receive written approval of plans from the Facility, the Orange County Fire Prevention Division, and from the Tandem Meetings.
- (c) The Orange County Fire Prevention Division has reserved the right to update, change or amend its rules and regulations after publication in the Exhibitor Services Manual.

25. LABOR RELATIONS

- (a) Full-time employees of Exhibitor may set up Exhibitor's own exhibits without assistance from the local union. Any labor services that may be required beyond what Exhibitor's regular full-time employees can provide must be rendered by union personnel and can be ordered in advance through Freeman. Proof of full-time employment status may be requested by the Union Steward of any personnel working in Exhibitor's booth.
- (b) Exhibitor may hand carry its own materials into the exhibit facility. The use or rental of dollies, flat trucks and other mechanical equipment, however, is not permitted. Freeman controls access to the loading docks in order to provide for a safe and orderly move-in/out. Only full-time employees of the exhibiting company are allowed to hand carry items.

Unloading and reloading at the dock of any and all contracted carriers are handled by the General Services Contractor. A dock is provided for use by privately operated vehicles.

26. EXHIBITOR SERVICES MANUAL

In the fall, Freeman will distribute an Exhibitor Services Manual to Exhibitors that provides complete shipping instructions, production information, and other forms for all services needed during installation, Exhibit Hours and dismantle.

27. WARRANTIES

The Tandem Meetings makes no warranties, either express or implied, as to the availability or suitability of the contractors, services and/or equipment of the Facility, Tandem Meetings, or their respective employees, agents or contractors.

28. AMENDMENTS/ INTERPRETATION

The Tandem Meetings reserves the right to amend and enforce this Contract. Written notice of any amendments shall be given to Exhibitor. Exhibitor, for itself, its agents and employees, agrees to abide by this Contract set forth therein, or by any subsequent amendments. Tandem Meetings reserves the sole right to interpret this Contract. All interpretations are final and are not subject to review or to appeal. Exhibitor, in the sole interpretation of Tandem Meetings shall be subject to disciplinary action up to and including ejection from the Event and refusal to participate in any future events of the Tandem Meetings.

29. ENFORCEMENT/ MISCELLANEOUS

This Contract is governed by Illinois law and the Exhibitor consents to the exclusive jurisdiction of the State and Federal courts seated in Cook County, Illinois, with respect to any action arising out of this Contract or Tandem Meetings. The parties explicitly acknowledge and agree that the provisions of this Contract are both reasonable and enforceable. However, the provisions of this Contract are severable and, as such, the invalidity of any one or more provisions shall not affect or limit the enforceability of the remaining provisions. Should any provision be held unenforceable for any reason, then such provision shall be enforced to the maximum extent permitted by law.

This Contract will be binding on the Exhibitor's heirs, successors and assigns.

30. LIMITATION OF LIABILITY

IN NO EVENT SHALL THE FACILITY, THE 2023 TANDEM MEETINGS OF ASTCT & CIBMTR, TANDEM MEETINGS, THEIR OWNERS, MANAGERS, OFFICERS OR DIRECTORS, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, SUBSIDIARIES AND AFFILIATES (COLLECTIVELY "TANDEM MEETINGS PARTIES") BE LIABLE TO THE EXHIBITOR OR ANY THIRD PARTY HIRED BY OR OTHERWISE ENGAGED BY THE EXHIBITOR FOR ANY LOST PROFITS OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING ATTORNEY'S FEES AND COSTS, ARISING OUT OF THIS APPLICATION & CONTRACT OR CONNECTED IN ANY WAY WITH USE OF OR INABILITY TO USE THE SERVICES OUTLINED IN THIS APPLICATION & CONTRACT OR FOR ANY CLAIM BY EXHIBITOR, EVEN IF ANY OF THE TANDEM MEETINGS PARTIES HAVE BEEN ADVISED, ARE ON NOTICE, AND/OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. EXHIBITOR AGREES THAT TANDEM MEETINGS PARTIES' SOLE AND MAXIMUM LIABILITY TO EXHIBITOR, REGARDLESS OF THE CIRCUMSTANCES, SHALL BE THE REFUND OF THE EXHIBIT BOOTH FEE. EXHIBITOR AGREES TO INDEMNIFY AND DEFEND THE TANDEM MEETINGS PARTIES FROM ANY CLAIMS BROUGHT BY A THIRD PARTY HIRED BY OR ENGAGED BY THE EXHIBITOR FOR ANY AMOUNT BEYOND THE EXHIBIT BOOTH FEE. FURTHER, EXHIBITOR AGREES TO PAY ALL ATTORNEYS' FEES AND COSTS INCURRED BY TANDEM MEETINGS PARTIES ARISING OUT OF, OR IN ANY WAY RELATED TO, THIS CONTRACT. EXHIBITOR SHALL BE SOLELY RESPONSIBLE FOR ITS ATTORNEYS' FEES AND COSTS.